

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
1-800 RADIATOR & A/C		07/30/2013	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	NXT Capital, LLC, as Agent		
Street Address:	191 North Wacker Drive, Suite 1200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	3324638	1 800 RADIATOR	
Registration Number:	3662746	1-800-RADIADOR	
Registration Number:	3662745	1 800 RADIADOR	
Registration Number:	3439036	THE RADIATOR HOTLINE	
Registration Number:	3384922	WIZMO	
Registration Number:	4109074	AUTO PARTS TODAY	
Registration Number:	3505925	LLAME AL LÍDER	
Registration Number:	3334159	CALL ON THE LEADER	
Registration Number:	3337961	1-800-RADIATOR	
Registration Number:	3310529	1-800-RADIATOR	
Registration Number:	2638521	1-800-RADIATOR	
Registration Number:	1849670	THE RADIATOR HOTLINE	
Serial Number:	85942020	1-800 ALLPARTS	
Serial Number:	85830071	AUTO PARTS NOW	

Serial Number:	85966454	1-800-RADIATOR & A/C
Serial Number:	85966447	1-800-RADIATOR & A/C

CORRESPONDENCE DATA

Fax Number: 3128637867

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 3128637267

Email: jaclyn.digrande@goldbergkohn.com

Correspondent Name: Jaclyn Di Grande, Paralegal

Address Line 1: Goldberg Kohn Ltd. 55 E Monroe Street

Address Line 2: Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6492.117
NAME OF SUBMITTER:	Jaclyn Di Grande
Signature:	/jaclyn di grande/
Date:	08/19/2013

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 30th day of July, 2013, by 1-800 RADIATOR & A/C, a California corporation ("Grantor"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

WITNESSETH

WHEREAS, Grantor, Grantee, 1-800-Radiator Franchise, Inc., a California corporation ("1-800-Radiator" and together with Grantor, the "Borrowers"), the guarantors party thereto, and the lenders identified therein are parties to a certain Credit Agreement dated as of the date hereof (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Borrowers by Grantee and Lenders;

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement dated the date hereof among Borrowers, one or more affiliates of Borrowers as guarantors and Grantee (as the same may be amended or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of
the date first written above.

1-800 RADIATOR & A/C

By
Its


CFO

Agreed and Accepted
As of the Date First Written Above

NXT CAPITAL, LLC,
as Agent

By
Its

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

1-800 RADIATOR & A/C

By _____
Its _____

Agreed and Accepted
As of the Date First Written Above

NXT CAPITAL, LLC,
as Agent

By Amanda Forger
Its Vice president

SCHEDULE 1**U.S. TRADEMARKS**

MARK	REGISTRATION NUMBER	REGISTRATION DATE
1 800 RADIATOR	3324638	10/30/07
1-800-RADIADOR	3662746	8/4/09
1 800 RADIADOR	3662745	8/4/09
THE RADIATOR HOTLINE	3439036	6/3/08
WIZMO	3384922	2/19/08
AUTO PARTS TODAY	4109074	3/6/12
LLAME AL LIDER	3505925	9/23/08
CALL ON THE LEADER	3334159	11/13/07
1-800-RADIATOR	3337961	11/20/07
1-800-RADIATOR	3310529	10/16/07
1-800-RADIATOR	2638521	10/22/02
THE RADIATOR HOTLINE	1849670	8/9/94

U.S. TRADEMARK APPLICATIONS

MARK	SERIAL NUMBER	DATE
1-800 ALLPARTS	85942020	5/24/13
AUTO PARTS NOW	85830071	1/23/13
1-800-RADIATOR & A/C	85966454	6/21/13
1-800-RADIATOR & A/C	85966447	6/21/13

CANADA TRADEMARKS

MARK	NUMBER	DATE
1-800-RADIATOR	TMA738006	4/15/09
1-800-RADIATOR	TMA703125	12/13/07
1-800-RADIATOR LOGO	TMA703695	12/21/07
1-800-RADIATEU R	TMA767274	5/19/10
1-800-RADIATEU R LOGO	TMA773892	8/6/10